

U.S. Department of Justice

Washington, DC 20530

**Exhibit A to Registration Statement****Pursuant to the Foreign Agents Registration Act of 1938, as amended**

**INSTRUCTIONS.** Furnish this exhibit for EACH foreign principal listed in an initial statement and for EACH additional foreign principal acquired subsequently. The filing of this document requires the payment of a filing fee as set forth in Rule (d)(1), 28 C.F.R. § 5.5(d)(1). Compliance is accomplished by filing an electronic Exhibit A form at <http://www.fara.gov>.

**Privacy Act Statement.** The filing of this document is required by the Foreign Agents Registration Act of 1938, as amended, 22 U.S.C. § 611 *et seq.*, for the purposes of registration under the Act and public disclosure. Provision of the information requested is mandatory, and failure to provide this information is subject to the penalty and enforcement provisions established in Section 8 of the Act. Every registration statement, short form registration statement, supplemental statement, exhibit, amendment, copy of informational materials or other document or information filed with the Attorney General under this Act is a public record open to public examination, inspection and copying during the posted business hours of the Registration Unit in Washington, DC. Statements are also available online at the Registration Unit's webpage: <http://www.fara.gov>. One copy of every such document, other than informational materials, is automatically provided to the Secretary of State pursuant to Section 6(b) of the Act, and copies of any and all documents are routinely made available to other agencies, departments and Congress pursuant to Section 6(c) of the Act. The Attorney General also transmits a semi-annual report to Congress on the administration of the Act which lists the names of all agents registered under the Act and the foreign principals they represent. This report is available to the public in print and online at: <http://www.fara.gov>.

**Public Reporting Burden.** Public reporting burden for this collection of information is estimated to average .49 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to Chief, Registration Unit, Counterespionage Section, National Security Division, U.S. Department of Justice, Washington, DC 20530; and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Washington, DC 20503.

**1. Name and Address of Registrant**

Ihsan Baytan  
1447 Oak Street NW, Apt 7 Washington, DC 20010

**2. Registration No.**

6395

**3. Name of Foreign Principal**

Undersecretariat for Defense Industry (SSM)  
Turkish Ministry of National Defense

**4. Principal Address of Foreign Principal**

Inonu Bulvari, Kirazlidere Mevkii, Suleyman Emin Caddesi No : 6-7  
Bahcelievler 06100 Ankara, Turkey

**5. Indicate whether your foreign principal is one of the following:**

- ☒ Government of a foreign country<sup>1</sup>
- ☐ Foreign political party
- ☐ Foreign or domestic organization: If either, check one of the following:
- |                                      |   |
|--------------------------------------|---|
| <input type="checkbox"/> Partnership | <input type="checkbox"/> Committee                      |
| <input type="checkbox"/> Corporation | <input type="checkbox"/> Voluntary group                |
| <input type="checkbox"/> Association | <input type="checkbox"/> Other ( <i>specify</i> ) _____ |
- ☐ Individual-State nationality \_\_\_\_\_

**6. If the foreign principal is a foreign government, state:****a) Branch or agency represented by the registrant**

Undersecretariat for Defense Industry (SSM), Turkish Ministry of National Defense

**b) Name and title of official with whom registrant deals**

Mr. Ersoy Aksoy, Regional Director, The Americas and Europe

**7. If the foreign principal is a foreign political party, state:****a) Principal address****b) Name and title of official with whom registrant deals****c) Principal aim**

<sup>1</sup> "Government of a foreign country," as defined in Section 1(e) of the Act, includes any person or group of persons exercising sovereign de facto or de jure political jurisdiction over any country, other than the United States, or over any part of such country, and includes any subdivision of any such group and any group or agency to which such sovereign de facto or de jure authority or functions are directly or indirectly delegated. Such term shall include any faction or body of insurgents within a country assuming to exercise governmental authority whether such faction or body of insurgents has or has not been recognized by the United States.

8. If the foreign principal is not a foreign government or a foreign political party:

a) State the nature of the business or activity of this foreign principal.

b) Is this foreign principal:

Supervised by a foreign government, foreign political party, or other foreign principal

Yes ☐ No ☐

Owned by a foreign government, foreign political party, or other foreign principal

Yes ☐ No ☐

Directed by a foreign government, foreign political party, or other foreign principal

Yes ☐ No ☐

Controlled by a foreign government, foreign political party, or other foreign principal

Yes ☐ No ☐

Financed by a foreign government, foreign political party, or other foreign principal

Yes ☐ No ☐

Subsidized in part by a foreign government, foreign political party, or other foreign principal

Yes ☐ No ☐

9. Explain fully all items answered "Yes" in Item 8(b). (If additional space is needed, a full insert page must be used.)

10. If the foreign principal is an organization and is not owned or controlled by a foreign government, foreign political party or other foreign principal, state who owns and controls it.

#### EXECUTION

In accordance with 28 U.S.C. § 1746, the undersigned swears or affirms under penalty of perjury that he/she has read the information set forth in this Exhibit A to the registration statement and that he/she is familiar with the contents thereof and that such contents are in their entirety true and accurate to the best of his/her knowledge and belief.

Date of Exhibit A November 23, 2016	Name and Title Ihsan Baytan, Regional Representative	Signature /s/ Ihsan Baytan	eSigned
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U.S. Department of Justice

Washington, DC 20530

**Exhibit B to Registration Statement****Pursuant to the Foreign Agents Registration Act of 1938, as amended**

**INSTRUCTIONS.** A registrant must furnish as an Exhibit B copies of each written agreement and the terms and conditions of each oral agreement with his foreign principal, including all modifications of such agreements, or, where no contract exists, a full statement of all the circumstances by reason of which the registrant is acting as an agent of a foreign principal. Compliance is accomplished by filing an electronic Exhibit B form at <http://www.fara.gov>.

**Privacy Act Statement.** The filing of this document is required for the Foreign Agents Registration Act of 1938, as amended, 22 U.S.C. § 611 *et seq.*, for the purposes of registration under the Act and public disclosure. Provision of the information requested is mandatory, and failure to provide the information is subject to the penalty and enforcement provisions established in Section 8 of the Act. Every registration statement, short form registration statement, supplemental statement, exhibit, amendment, copy of informational materials or other document or information filed with the Attorney General under this Act is a public record open to public examination, inspection and copying during the posted business hours of the Registration Unit in Washington, DC. Statements are also available online at the Registration Unit's webpage: <http://www.fara.gov>. One copy of every such document, other than informational materials, is automatically provided to the Secretary of State pursuant to Section 6(b) of the Act, and copies of any and all documents are routinely made available to other agencies, departments and Congress pursuant to Section 6(c) of the Act. The Attorney General also transmits a semi-annual report to Congress on the administration of the Act which lists the names of all agents registered under the Act and the foreign principals they represent. This report is available to the public in print and online at: <http://www.fara.gov>.

**Public Reporting Burden.** Public reporting burden for this collection of information is estimated to average .33 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to Chief, Registration Unit, Counterespionage Section, National Security Division, U.S. Department of Justice, Washington, DC 20530; and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Washington, DC 20503.

1. Name of Registrant

Ihsan Baytan

2. Registration No.

6395

3. Name of Foreign Principal

Undersecretariat for Defense Industry (SSM)  
Turkish Ministry of National DefenseCheck Appropriate Box:

4. ☒ The agreement between the registrant and the above-named foreign principal is a formal written contract. If this box is checked, attach a copy of the contract to this exhibit.
5. ☐ There is no formal written contract between the registrant and the foreign principal. The agreement with the above-named foreign principal has resulted from an exchange of correspondence. If this box is checked, attach a copy of all pertinent correspondence, including a copy of any initial proposal which has been adopted by reference in such correspondence.
6. ☐ The agreement or understanding between the registrant and the foreign principal is the result of neither a formal written contract nor an exchange of correspondence between the parties. If this box is checked, give a complete description below of the terms and conditions of the oral agreement or understanding, its duration, the fees and expenses, if any, to be received.
7. Describe fully the nature and method of performance of the above indicated agreement or understanding.

Foreign Principal SSM is Turkey's equivalent of the U.S. Office of the Under Secretary of Defense for Acquisition, Technology and Logistics (OUST(AT&L)). Registrant intends to develop contacts in the U.S. government and U.S. defense industry in the DC area in order to create business opportunities for SSM and the Turkish defense industry. Registrant will develop expertise with the U.S. acquisition system in order to help support SSM and Turkish defense industry participants in the sale and procurement of defense items.

Note: The contract for regional representative services is signed by the registrant and the general manager of Savunma Teknolojileri Muhendislik ve Ticaret A.S (STM). STM is a Turkish company, which is substantially owned by the Turkish Government and therefore falls within the purview of SSM. While the registrant's salary is paid by STM, the registrant's specific duties are to serve as a regional representative to SSM.

## 8. Describe fully the activities the registrant engages in or proposes to engage in on behalf of the above foreign principal.

- 1- To create and nurture beneficial business relationships between SSM and U.S. companies.
- 2- To track, coordinate, manage and otherwise support current SSM projects in the U.S. including defense products' exportation and importation applications.
- 3- To establish and maintain beneficial working relationships between SSM and the U.S. government.
- 4- To identify and inform SSM of relevant portions of the U.S. defense acquisition system and any changes thereto that may affect current and future SSM projects.

9. Will the activities on behalf of the above foreign principal include political activities as defined in Section 1(o) of the Act and in the footnote below? Yes ☐ No ☒

If yes, describe all such political activities indicating, among other things, the relations, interests or policies to be influenced together with the means to be employed to achieve this purpose.

## EXECUTION

In accordance with 28 U.S.C. § 1746, the undersigned swears or affirms under penalty of perjury that he/she has read the information set forth in this Exhibit B to the registration statement and that he/she is familiar with the contents thereof and that such contents are in their entirety true and accurate to the best of his/her knowledge and belief.

Date of Exhibit B	Name and Title	Signature
November 23, 2016	Ihsan Baytan, Regional Representative	/s/ Ihsan Baytan eSigned

Footnote: "Political activity," as defined in Section 1(o) of the Act, means any activity which the person engaging in believes will, or that the person intends to, in any way influence any agency or official of the Government of the United States or any section of the public within the United States with reference to formulating, adopting, or changing the domestic or foreign policies of the United States or with reference to the political or public interests, policies, or relations of a government of a foreign country or a foreign political party.

*On STM Letterhead*

Ihsan BAYTAN

Employment Letter

Dear Mr. BAYTAN:

STM Savunma Teknolojileri Muhendislik ve Ticaret A.Ş (STM), is pleased to offer you employment in the position of Senior Consultant to STM with primary responsibility for the US operations of the Savunma Sanayii Müsteşarlığı (SSM), the US Undersecretariat for Defence Industry of the Turkish Ministry of National Defense.

You will commence employment with STM on the 26th day of October, 2016 ("the Commencement Date"). Subject to the termination as provided in this Agreement, your position is a temporary position for six (6) months and will end on 26th day of April, 2017. The parties acknowledge that various provisions of this Agreement survive past termination of employment.

Your compensation will be at the rate of net \$7,000, payable per month. And also STM will compensate your and your family's health insurance limited to \$2,000 payable to you per month through the period of your employment. You will be responsible to conduct for your and your family's health insurance transactions and payments accordingly. STM will provide workers compensation insurance as may be required by local law. STM will provide you an office with customary furnishings and equipment. Should you in the course of your service to STM incur additional expenses on STM behalf, these shall be reimbursed provided they are reasonable and justifiable. Reasonable effort should be made to gain SSM's advance approval for expenditures above \$500.

You will also receive the following American holidays: (1) New Year's Day; (2) Day after New Years; (3) Your choice of Martin Luther King Day or President's Day; (4) Memorial Day; (5) Independence Day; (6) Thanksgiving Day; (7) the Day After Thanksgiving; and, (7) Christmas Day. You will receive time off with pay for the aforementioned holidays if the holiday falls on a regularly-scheduled work day for you.

You will receive five (5) days of paid vacation leave during your employment, which may be augmented thereafter at the discretion of STM. STM and you shall mutually agree to the dates of your vacation(s), considering work requirements and staffing requirements in SSM's U.S. office.

Your employment is AT WILL. You specifically agree, therefore, to waive any rights you may have under state law (such as the Model Employment Termination Act or like legislation) requiring that any and all termination of employment be "for good cause." Because this is an "at will" arrangement cause is not required by either party for termination.

So long as you serve STM and for a period of five years after the conclusion of that service for any reason, you agree not to disclose or communicate any "Confidential Information" of STM or SSM to any person or entity other than STM or SSM nor use such for any purpose or reason other than the benefit of SSM. For purposes of the preceding sentence, Confidential Information includes any information regarding STM's or SSM's business methods, policies, procedures, research or development projects, sales information of any kind, financial information of any kind, trade secrets or other knowledge possessed by SSM which is not

generally known by individuals outside of STM or SSM. At the conclusion of your service you agree to all manuals, records, training materials, equipment and other Confidential Information in your possession.

You are responsible to obtain and qualify any necessary licenses, authorizations, work permits and/or approvals from U.S. authorities in relation to any service you will provide to STM. STM will support necessary documents requested from your Employer by any U.S. authority regarding your applications, if it is reasonably requested.

You are responsible to apply, complete and comply necessary registration and filings as a foreign agent under the Foreign Agents Registration Act, 22 U.S.C. § 611 et seq. It is your responsibility to continue to make all appropriate filings under this law.

It is intended that the terms herein be valid and enforceable under the laws of the Commonwealth of Virginia, and that the laws of this state shall govern the agreement's interpretation.

Please return to us a signed version of this letter of employment. Thank you for your continued interest in STM. We look forward to building a bright future together.

Sincerely,

Acknowledged and agreed:



İhsan BAYTAN  
Employee



Ceyral UÇUR  
Deputy General Manager



Davut YILMAZ  
General Manager